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10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 STANDARD FABRICS  
14 INTERNATIONAL, INC., a California  
15 Corporation,

16 Plaintiff,

17 v.  
18

19 MIDTHRUST IMPORTS, INC., a  
20 California corporation; *et al.*,

21 Defendants.  
22

Case No.: CV14-2380-MMM-VBKx  
Hon. Margaret M. Morrow Presiding  
Referred to Hon. Victor B. Kenton

[DISCOVERY MATTER]

**(PROPOSED) PROTECTIVE  
ORDER**

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25  
26 Having considered the parties' pleadings on file to date, and the parties'  
27 jointly submitted Stipulation for Entry of a Protective Order to govern the handling  
28

1 of information and materials produced in the course of discovery or filed with the  
 2 Court in this action, the Court determines as follows:

### 3 **GOOD CAUSE STATEMENT**

4 It is the intent of the parties and the Court that information will not be  
 5 designated as confidential in this case for tactical reasons, and that nothing shall be  
 6 designated without a good faith belief that there is good cause why it should not be  
 7 part of the public record. Examples of confidential information that the parties  
 8 may seek to protect from unrestricted or unprotected disclosure include:

- 9 (a) Information that is the subject of a contractual non-disclosure or  
 10 confidentiality agreement or obligation, and/or Protective Order  
 11 issued in another case;
- 12 (b) The names, or other information tending to reveal the identity  
 13 of a party's supplier, distributor, or designer;
- 14 (c) Agreements with third-parties, including license agreements,  
 15 distributor agreements, manufacturing agreements, design  
 16 agreements, development agreements, supply agreements, sales  
 17 agreements, or service agreements;
- 18 (d) Research and development information;
- 19 (e) Proprietary engineering or technical information, including  
 20 product design, manufacturing techniques, processing  
 21 information, drawings, memoranda and reports;
- 22 (f) Information related to budgets, sales, profits, costs, margins,  
 23 licensing of technology or designs, product pricing, or other  
 24 internal financial/accounting information, including non-public  
 25  
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 27  
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1 information related to financial condition or performance and  
 2 income or other non-public tax information;

3 (g) Information related to internal operations including personnel  
 4 information;

5  
 6 (h) Information related to past, current and future product  
 7 development;

8 (i) Information related to past, current and future market analyses  
 9 and business and marketing development, including plans,  
 10 strategies, forecasts and competition; and  
 11

12 (j) Trade secrets (as defined by the jurisdiction in which the  
 13 information is located).

14 Unrestricted or unprotected disclosure of such confidential technical,  
 15 commercial or personal information would, in the producing party's opinion, result  
 16 in prejudice or harm to the producing party by revealing the producing party's  
 17 competitive confidential information, which has been developed at the expense of  
 18 the producing party and which represents valuable tangible and intangible assets of  
 19 that party. Additionally, legitimate privacy interests must be safeguarded.  
 20 Accordingly, the parties respectfully submit that there is good cause for the entry  
 21 of this Protective Order.  
 22

23 The parties agree, subject to the Court's approval, that the following terms  
 24 and conditions shall apply to this civil action.

25 1. Designated Material.

26 1.1 Information or material may be designated for confidential treatment  
 27 pursuant to this Protective Order by any party, person or entity producing or  
 28 lodging it in this action (the "Designating Party"), if: (a) produced or served,

1 formally or informally, pursuant to the Federal Rules of Civil Procedure or in  
 2 response to any other formal or informal discovery request in this action; and/or  
 3 (b) filed or lodged with the Court. All such information and material and all  
 4 information or material derived from it constitutes “Designated Material” under  
 5 this Protective Order.

6  
 7 1.2 Unless and until otherwise ordered by the Court or agreed to in  
 8 writing by the parties, all Designated Materials designated under this Protective  
 9 Order shall be used by the parties and persons receiving such Designated  
 10 Materials (“Receiving Party”) solely for litigation purposes, including any  
 11 appellate proceeding relating thereto. Designated Material shall not be used by  
 12 any party or person receiving them for any business or any other non-litigation  
 13 purpose. No party or person shall disclose Designated Material to any other party  
 14 or person not entitled to receive such Designated Material under the specific  
 15 terms of this Protective Order. For purposes of this Protective Order, “disclose”  
 16 or “disclosed” means to show, furnish, reveal or provide, indirectly or directly,  
 17 any portion of the Designated Material or its contents, orally or in writing,  
 18 including the original or any copy of the Designated Material.

19 2. Access to Designated Materials.

20 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations  
 21 set forth in this Protective Order, Designated Material may be marked  
 22 “CONFIDENTIAL” for the purpose of preventing the disclosure of information  
 23 or materials that the designating party in good faith believes is confidential.  
 24 Before designating any specific information or material “CONFIDENTIAL,” the  
 25 Designating Party’s counsel shall make a good faith determination that the  
 26 information warrants protection under Rule 26(c) of the Federal Rules of Civil  
 27 Procedure. Such information may include, but is not limited to:

- 28 (a) The financial performance or results of the Designating Party,

1 including without limitation income statements, balance sheets, cash flow  
2 analyses, budget projections, sales records, and present value calculations;

3 (b) Corporate and strategic planning by the Designating Party, including  
4 without limitation marketing plans, competitive intelligence reports, sales  
5 projections and competitive strategy documents;

6 (c) Names, addresses, and other information that would identify  
7 prospective customers, or the distributors or prospective distributors of the  
8 Designating Party, however it is expressly understood and agreed that the names  
9 of vendors and customers for the allegedly infringing goods at issue, other than  
10 individuals, may shall not be deemed confidential, and Plaintiff is free to amend  
11 the operative pleadings to add such customers as appropriate;

12 (d) Technical data, research and development data, and any other  
13 confidential commercial information, including but not limited to trade secrets of  
14 the Designating Party;

15 (e) Information used by the Designating Party in or pertaining to its  
16 trade or business, which information the Designating Party believes in good faith  
17 has competitive value, which is not generally known to others and which the  
18 Designating Party would not normally reveal to third parties except in  
19 confidence, or has undertaken with others to maintain in confidence;

20 (f) Information which the Designating Party believes in good faith falls  
21 within the right to privacy guaranteed by the laws of the United States or  
22 California; and

23 (g) Information which the Designating Party believes in good faith to  
24 constitute, contain, reveal or reflect proprietary, financial, business, technical, or  
25 other confidential information.

1 The fact that an item or category is listed as an example in this or other  
2 sections of this Protective Order does not, by itself, render the item or category  
3 discoverable.

4 2.1.0 Materials designated “CONFIDENTIAL” may be disclosed only to  
5 the following Designees:

6 2.1.1 Persons who appear on the face of Designated Materials marked  
7 “CONFIDENTIAL” as an author, addressee, or recipient thereof;

8 2.1.2 Counsel retained as outside litigation attorneys of record in this  
9 action, and their respective associates, clerks, legal assistants, stenographic,  
10 videographic and support personnel, and other employees of such outside  
11 litigation attorneys, and organizations retained by such attorneys to provide  
12 litigation support services in this action and the employees of said organizations.  
13 “Counsel” explicitly excludes any in-house counsel whether or not they are  
14 attorneys of record in this action.

15 2.1.3 Consultants, including non-party experts and consultants retained or  
16 employed by Counsel to assist in the preparation of the case, to the extent they  
17 are reasonably necessary to render professional services in this action, and subject  
18 to the disclosure requirements of section 2.3. Each consultant must sign a  
19 certification that he or she has read this Stipulated Protective Order, will abide by  
20 its provisions, and will submit to the jurisdiction of this Court regarding the  
21 enforcement of this Order’s provisions.

22 2.1.4 A party’s officers and/or employees, which may include in-house  
23 counsel.

24 2.1.5 The Court, its clerks and secretaries, and any court reporter retained  
25 to record proceedings before the Court;

26 2.2 Materials Designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
27 EYES ONLY”: Subject to the limitations in this Protective Order, Designated  
28

1 Materials may be marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 2 ONLY” for the purpose of preventing the disclosure of information or materials  
 3 which, if disclosed to the receiving party, might cause competitive harm to the  
 4 Designating Party. Information and material that may be subject to this  
 5 protection includes, but is not limited to, technical and/or research and  
 6 development data, intellectual property, financial, marketing and other sales data,  
 7 and/or information having strategic commercial value pertaining to the  
 8 Designating Party’s trade or business. Nothing in paragraph 2.1 shall limit the  
 9 information or material that can be designated “HIGHLY CONFIDENTIAL –  
 10 ATTORNEYS’ EYES ONLY” under this paragraph. Before designating any  
 11 specific information “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 12 ONLY,” the Designating Party’s counsel shall make a good faith determination  
 13 that the information warrants such protection.

14 2.2.0 Materials designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 15 EYES ONLY” materials may be disclosed only to the following Designees:

16 2.2.1 Persons who appear on the face of Designated Materials marked  
 17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as an author,  
 18 addressee, or recipient thereof;

19 2.2.2 Counsel for the parties to this action, as defined in section 2.1.2;

20 2.2.3 Consultants for the parties to this action, as defined in section 2.1.3;

21 and

22 2.2.4 The Court, its clerks and secretaries, and any court reporter retained  
 23 to record proceedings before the Court.

24 2.2.5 Court reporters retained to transcribe depositions.

25  
 26 2.3 Legal Effect of Designation. The designation of any information or  
 27 materials as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 28

1 EYES ONLY” is intended solely to facilitate the conduct of this litigation.  
 2 Neither such designation nor treatment in conformity with such designation shall  
 3 be construed in any way as an admission or agreement by the Receiving Party  
 4 that the Designated Materials constitute or contain any trade secret or confidential  
 5 information. Except as provided in this Protective Order, the Receiving Party  
 6 shall not be obligated to challenge the propriety of any designation, and a failure  
 7 to do so shall not preclude a subsequent attack on the propriety of such  
 8 designation.

9       2.4   Nothing herein in any way restricts the ability of the Receiving Party  
 10 to use “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
 11 EYES ONLY” material produced to it in examining or cross-examining any  
 12 employee or consultant of the Designating Party.

13       2.5   The parties agree that the Plaintiff may be provided by its counsel a  
 14 summary document, or oral summary, setting forth the alleged infringers’ full  
 15 identities, revenues, and gross profits numbers, notwithstanding any party’s  
 16 designation of documents showing such information as “HIGHLY  
 17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. The parties further agree that  
 18 the identities and contact information of alleged infringers is not confidential, and  
 19 Plaintiff is free to name revealed alleged infringers as defendants in a lawsuit.

20       3.    Certificates Concerning Designated Materials. Each Consultant as  
 21 defined in section 2.1.3, to whom any Designated Materials will be disclosed  
 22 shall, prior to disclosure of such material, execute the Acknowledgement of  
 23 Stipulated Protective Order in the form attached hereto as Exhibit A. Counsel  
 24 who makes any disclosure of Designated Materials shall retain each executed  
 25 Acknowledgement of Stipulated Protective Order and shall circulate copies to all  
 26 Counsel for the opposing party concurrently with the identification of the  
 27 Consultant to the attorneys for the Designating Party pursuant at the conclusion  
 28

1 of the case or upon such consultants designation as an expert witness.

2 4. Use of Designated Materials by Designating Party. Nothing in this  
 3 Protective Order shall limit a Designating Party's use of its own information or  
 4 materials, or prevent a Designating Party from disclosing its own information or  
 5 materials to any person. Such disclosure shall not affect any designations made  
 6 pursuant to the terms of this Protective Order, so long as the disclosure is made in  
 7 a manner that is reasonably calculated to maintain the confidentiality of the  
 8 information.

9 5. Manner of Designating Written Materials.

10 5.1 Documents, discovery responses and other written materials shall be  
 11 designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL –  
 12 ATTORNEYS' EYES ONLY" whether in whole or in part, as follows.

13 5.2 The producing party shall designate materials by placing the legend  
 14 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 15 ONLY" on each page so designated prior to production. If the first or cover page  
 16 of a multi-page document bears the legend "CONFIDENTIAL," "HIGHLY  
 17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire document shall be  
 18 deemed so designated, and the absence of marking each page shall not constitute  
 19 a waiver of the terms of this Order. If the label affixed to a computer disk  
 20 containing multiple files bears the legend "CONFIDENTIAL,"  
 21 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire disk shall be  
 22 deemed so protected, and the absence of marking of each file shall not constitute  
 23 a waiver of the terms of this Order.

24 5.3 A designation of "CONFIDENTIAL," or "HIGHLY  
 25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" as to any item, thing or  
 26 object that cannot otherwise be categorized as a document, shall be made: (1) by  
 27 placing the legend "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL –  
 28

1 ATTORNEYS' EYES ONLY" on the thing, object or container within which it is  
2 stored; or (2) by specifically identifying, in writing, the item and the level of  
3 confidentiality designation, where such labeling is not feasible.

4 5.4 When a party wishes to designate as "CONFIDENTIAL," or  
5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" materials  
6 produced by someone other than the Designating Party (a "Producing Party"),  
7 such designation shall be made:

8 5.4.1 Within fifteen (15) business days from the date that the Designating  
9 Party receives copies of the materials from the producing or disclosing entity; and

10 5.4.2 By notice to all parties to this action and to the Producing Party, if  
11 such party is not a party to this action, identifying the materials to be designated  
12 with particularity (either by production numbers or by providing other adequate  
13 identification of the specific material). Such notice shall be sent by U.S. mail and  
14 either facsimile or e-mail.

15 5.4.3. A party shall be permitted to designate as "CONFIDENTIAL," or  
16 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" material produced  
17 by a Producing Party only where:

18 a. The material being produced was provided to or developed by such  
19 Producing Party: (i) under a written confidentiality agreement with the Designating  
20 Party; or (ii) within a relationship with the Designating Party (or a party operating  
21 under the control thereof) in which confidentiality is imposed by law (including,  
22 but not limited, to the employment relationship and the vendor-customer  
23 relationship); and

24 b. The material being produced would be considered confidential material  
25 of the Designating Party under Section 2.1 of this Agreement if it were in the  
26 possession of the Designating Party.

27 5.5 Upon notice of designation, all persons receiving notice of the  
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1 requested designation of materials shall:

2       5.5.1 Make no further disclosure of such Designated Material or  
3 information contained therein, except as allowed in this Protective Order;

4       5.5.2 Take reasonable steps to notify any persons known to have  
5 possession of or access to such Designated Materials of the effect of such  
6 designation under this Protective Order; and

7       5.5.3 If “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY” material or information contained therein is  
9 disclosed to any person other than those entitled to disclosure in the manner  
10 authorized by this Protective Order, the party responsible for the disclosure shall,  
11 immediately upon learning of such disclosure, inform the Designating Party in  
12 writing of all pertinent facts relating to such disclosure, and shall make every  
13 effort to prevent further disclosure by the unauthorized person(s).

14       6.     Manner of Designating Deposition Testimony.

15       6.1     Deposition transcripts and portions thereof taken in this action may  
16 be designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the  
18 portion of the transcript containing Designated Material shall be identified in the  
19 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY  
20 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony  
21 shall be bound in a separate volume and marked by the reporter accordingly.

22       6.2     Where testimony is designated during the deposition, the  
23 Designating Party shall have the right to exclude, at those portions of the  
24 deposition, all persons not authorized by the terms of this Protective Order to  
25 receive such Designated Material.

26       6.3     Within thirty (30) days after a deposition transcript is certified by the  
27 court reporter, any party may designate pages of the transcript and/or its exhibits  
28

1 as Designated Material. During such thirty (30) day period, the transcript in its  
 2 entirety shall be treated as “CONFIDENTIAL” (except for those portions  
 3 identified earlier as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 4 ONLY” which shall be treated accordingly from the date of designation). If any  
 5 party so designates such material, the parties shall provide written notice of such  
 6 designation to all parties within the thirty (30) day period. Designated Material  
 7 within the deposition transcript or the exhibits thereto may be identified in  
 8 writing by page and line, or by underlining and marking such portions  
 9 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 10 ONLY” and providing such marked-up portions to all counsel.

11 7. Copies. All complete or partial copies of a document that disclose  
 12 Designated Materials shall be subject to the terms of this Protective Order.

13 8. Court Procedures.

14 8.1 Disclosure of Designated Material to Court Officials. Subject to the  
 15 provisions of this section, Designated Material may be disclosed to the Court,  
 16 Court officials or employees involved in this action (including court reporters,  
 17 persons operating video recording equipment at depositions, and any special  
 18 master, referee, expert, technical advisor or Third-Party Consultant appointed by  
 19 the Court), and to the jury in this action, and any interpreters interpreting on  
 20 behalf of any party or deponent.

21 8.2 Filing Designated Materials with the Court. Nothing in this Order  
 22 shall vary the requirements for filing under Seal imposed by the Federal Rules of  
 23 Civil Procedure or the Local Rules of this Court. If a party wishes to file with the  
 24 Court any document, transcript or thing containing information which has been  
 25 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
 26 ATTORNEYS’ EYES ONLY” the Party shall designate the material as set forth  
 27 herein and file it with the Court in an application for filing under seal under the  
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1 Local Rules of this Court, with the material bearing the legend:

2 “[CONFIDENTIAL, or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER.”

4 The Application for Filing under Seal must show good cause for the under seal  
5 filing. Filing the document under seal shall not bar any party from unrestricted use  
6 or dissemination of those portions of the document that do not contain material  
7 designated “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY.” If a filing party fails to designate information as  
9 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY,” any party who in good faith believes that designation and filing under seal  
11 is required by this Protective Order may move the Court to file said information  
12 under seal within five (5) days of learning of the defective filing. Notice of such  
13 designation shall be given to all parties. Nothing in this provision relieves a party  
14 of liability for damages caused by failure to properly sent, file Designated Material  
15 under seal.

16 8.3 In the event that the Court refuses to allow any document to be filed  
17 under seal, despite the Receiving Party’s compliance with Section 8.2, the Federal  
18 Rules of Civil Procedure and Local Rules of this Court, the Receiving Party may,  
19 nonetheless, file such documents with the Court as part of the public record.

20 8.4 Retrieval of Designated Materials. The party responsible for lodging  
21 or filing the Designated Materials shall be responsible for retrieving such  
22 Designated Materials from the Court following the final termination of the action  
23 (including after any appeals).

24 9. Objections

25 9.1 A party may challenge any designation under this Protective Order at  
26 any time, on the grounds that the information or material does not meet the  
27 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this  
28

1 Court.

2 9.2 The parties shall meet and confer in good faith prior to the filing of  
3 any motion under this section.

4 10. Client Communication. Nothing in this Protective Order shall  
5 prevent or otherwise restrict counsel from rendering advice to their clients and, in  
6 the course of rendering such advice, relying upon the examination of Designated  
7 Material. In rendering such advice and otherwise communicating with the client,  
8 however, counsel shall not disclose any Designated Material, except as otherwise  
9 permitted by this Protective Order.

10 11. No Prejudice.

11 11.1 This Protective Order shall not diminish any existing obligation or  
12 right with respect to Designated Material, nor shall it prevent a disclosure to  
13 which the Designating Party consented in writing before the disclosure takes  
14 place.

15 11.2 Unless the parties stipulate otherwise, evidence of the existence or  
16 nonexistence of a designation under this Protective Order shall not be admissible  
17 for any purpose during any proceeding on the merits of this action.

18 11.3 If any party required to produce documents contends that it  
19 inadvertently produced any Designated Material without marking it with the  
20 appropriate legend, or inadvertently produced any Designated Material with an  
21 incorrect legend, the producing party may give written notice to the receiving  
22 party or parties, including appropriately stamped substitute copies of the  
23 Designated Material. If the parties collectively agree to replacement of the  
24 Designated Material, then the documents will be so designated. Within five (5)  
25 business days of receipt of the substitute copies, the receiving party shall return  
26 the previously unmarked or mismarked items and all copies thereof. If the parties  
27 do not collectively agree to replacement of the Designated Material, the  
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1 producing party shall comply with the procedure of Local Rule 37 in seeking  
2 protection for the inadvertently produced material. The Receiving Party shall  
3 maintain the alleged inadvertently produced material in accordance with the  
4 requested Designation for 60 days or ruling on an Motion under Local Rule 37,  
5 whichever is earlier.

6       11.4 Neither the provisions of this Protective Order, nor the filing of any  
7 material under seal, shall prevent the use in open court, in deposition, at any  
8 hearing, or at trial of this case of any material that is subject to this Protective  
9 Order or filed under seal pursuant to its provisions. At deposition, the party using  
10 Designated Material must request that the portion of the proceeding where use is  
11 made be conducted so as to exclude persons not qualified to receive such  
12 Designated Material. At trial, the party using Designated Material must request  
13 that the portion of the proceeding where use is made be conducted so as to  
14 exclude persons not qualified to receive such Designated Material. All  
15 confidentiality designations or legends placed pursuant to this Stipulated  
16 Protective Order shall be removed from any document or thing used as a trial  
17 exhibit in this case. The removal of such confidentiality designations or legends  
18 under the preceding sentence shall not affect the treatment of such documents and  
19 things as Designated Material under this Stipulated Protective Order. Upon  
20 request of a party, the parties shall meet and confer concerning the use and  
21 protection of Designated Material in open court at any hearing. Prior to the  
22 pretrial conference, the parties shall meet and confer concerning appropriate  
23 methods for dealing with Designated Material at trial.

24       11.5 Any inadvertent production of documents containing privileged  
25 information shall not be deemed to be a waiver of the attorney-client privilege,  
26 work product doctrine, or any other applicable privilege or doctrines. All parties  
27 specifically reserve the right to demand the return of any privileged documents  
28

1 that it may produce inadvertently during discovery if the producing party  
2 determines that such documents contain privileged information. After receiving  
3 notice of such inadvertent production by the producing party, the receiving party  
4 agrees to make reasonable and good faith efforts to locate and return to the  
5 producing party all such inadvertently produced documents.

6 12. Modification and Survival.

7 12.1 Modification. The Order shall be subject to modification by the Court  
8 on its own initiative, or on Motion of a party or any other person with standing.  
9 Accordingly, the parties reserve the right to seek modification of this Protective  
10 Order at any time for good cause. The parties agree to meet and confer prior to  
11 seeking to modify this Protective Order for any reason. The restrictions imposed  
12 by this Protective Order may only be modified or terminated by written  
13 stipulation of all parties or by order of this Court. Parties entering into this  
14 Protective Order will not be deemed to have waived any of their rights to seek  
15 later amendment to this Protective Order.

16 12.2 Trial. The parties understand that this Protective Order does not  
17 extend to material presented at the trial of this Action. Once the case proceeds to  
18 trial, any information that is presented on the record during trial, whether or not  
19 designated as confidential and/or kept and maintained pursuant to the terms of  
20 this Protective Order, will be presumptively available to all members of the  
21 public, including the press, unless good cause is shown to the district judge in  
22 advance of the presentation of that material at trial to proceed otherwise.  
23 However, any documents or things that have been designated as confidential do  
24 not lose their protected character simply by virtue of having been presented as an  
25 exhibit at trial.

26 12.3 Survival and Return of Designated Material. This Protective Order  
27 shall survive termination of this action prior to trial of this action. Upon final  
28

1 termination of the action prior to trial of this action, and at the written request  
 2 of the Designating Party, all Designated Material, including deposition  
 3 testimony, and all copies thereof, shall be returned to counsel for the  
 4 Designating Party (at the expense of the Designating Party) or (at the option  
 5 and expense of the requesting party) shall be destroyed. Upon request for the  
 6 return or destruction of Designated Materials, counsel shall certify their  
 7 compliance with this provision and shall serve such certification to counsel  
 8 for the Designating Party not more than ninety (90) days after the written  
 9 request to return or destroy Designated Materials. Counsel who have  
 10 submitted one or more Certificate(s) prepared pursuant to Section 3 do not  
 11 need to retain such Certificate(s) past the ninety (90) day period.

12 13. No Contract. This Protective Order shall not be construed to  
 13 create a contract between the parties or between the parties and their  
 14 respective counsel.

15 14. Court's Retention of Jurisdiction. The Court retains jurisdiction  
 16 after final termination of the action prior to trial, to enforce this Stipulation.

17 15. Exception for Public Information. Nothing in this Stipulation shall be  
 18 deemed in any way to restrict the use of documents or information which are  
 19 lawfully obtained or publicly available to a party independently of discovery in this  
 20 action, whether or not the same material has been obtained during the course of  
 21 discovery in the action and whether or not such documents or information have  
 22 been designated hereunder. However, in the event of a dispute regarding such  
 23 independent acquisition, a party wishing to use any independently acquired  
 24 documents or information shall bear the burden of proving independent  
 25 acquisition.

26 16. Any material designated "CONFIDENTIAL" or "HIGHLY  
 27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" by a party will be deemed by  
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1 the Designating Party to this agreement to be authentic and a business record of the  
2 Designating Party, and the Designating Party will be precluded from challenging  
3 the authenticity of any document so designated at any time during this litigation,  
4 including during any necessary collection or appeal proceedings. To the extent that  
5 such material is not a business record of the Designating Party and was not created  
6 by the Designating Party, the non-producing party for which the material is a  
7 business record shall have opportunity to challenge the authenticity of the material  
8 so designated.

9       17. No Prior Judicial Determination. This Order is entered based on the  
10 representations and agreements of the parties and for the purpose of facilitating  
11 discovery. Nothing herein shall be construed or presented as a judicial  
12 determination that any document or material designated Confidential Information  
13 or Attorneys' Eyes Only Information by counsel or the parties is entitled to  
14 protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise  
15 until such time as the Court may rule on a specific document or issue.

16       18. No Admission. The designation by a producing Party of Confidential  
17 Information or Attorneys Eyes Only Information is intended solely to facilitate the  
18 preparation and trial of this action. Such designation is not an admission by any  
19 Party that the designated disclosure constitutes or contains any Confidential  
20 Information or Attorneys Eyes Only Information. Disclosure of Confidential  
21 Information or Attorneys Eyes Only Information is not a waiver of any right of the  
22 producing Party to object to admissibility.

23       19. Miscellaneous.

24       (a) Right to Assert Other Objections. By stipulating to the entry of this  
25 Order no Party waives any right it otherwise would have to object to disclosing or  
26 producing any information or item on any ground not addressed in this Order.  
27 Similarly, no Party waives any right to object on any ground to the use in evidence  
28

1 of any of the material covered by this Order. Moreover, this Order shall not  
2 preclude or limit any Party's right to seek further and additional protection against  
3 or limitation upon production of documents produced in response to discovery.

4 (b) Other Privileges. Nothing in this Order shall require disclosure of  
5 materials that a Party contends are protected from disclosure by the attorney-client  
6 privilege or the attorney work-product doctrine. This provision shall not, however,  
7 be construed to preclude any Party from moving the Court for an order directing  
8 the disclosure of such materials where it disputes the claim of attorney-client  
9 privilege or attorney work-product doctrine.

10 (c) Self-Disclosure. Nothing in this Order shall affect the right of the  
11 Designating Party to disclose the Designating Party's own Confidential  
12 information or items to any person or entity. Such disclosure shall not waive any  
13 of the protections of this Order.

14 (d) Captions. The captions of paragraphs contained in this Order are  
15 for reference only and are not to be construed in any way as a part of this Order.

16 **IT IS SO ORDERED.**

17  
18  
19 Dated: September 5, 2014

\_\_\_\_\_/s/\_\_\_\_\_  
Honorable Victor B. Kenton  
United States Magistrate Judge

**Exhibit A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STANDARD FABRICS  
INTERNATIONAL, INC., a California  
Corporation,

Plaintiff,

v.

MIDTHRUST IMPORTS, INC., a  
California corporation; *et al.*,

Defendants.

Case No.: CV14-2380-MMM-VBKx  
Hon. Margaret M. Morrow Presiding  
Referred to Hon. Victor B. Kenton

[DISCOVERY MATTER]

**STIPULATED PROTECTIVE  
ORDER**

The undersigned hereby acknowledges that he/she has read the PROPOSED PROTECTIVE ORDER entered in the above captioned litigation, and that he/she fully understands and agrees to abide by the obligations and conditions thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)